LANCASTER COUNTY COUNTY - CITY BUILDING LINCOLN, NEBRASKA 68508 BOARD OF COMMISSIONERS

Telephone: (402) 441-7410 FAX: (402) 441-6513

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 04-026

Lancaster County intends to purchase and invites you to submit a sealed bid for:

TWO (2) MOTOR GRADERS FOR THE COUNTY ENGINEER'S SHOP

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time**, **Wednesday**, **February 4**th, **2004**, in the office of the Purchasing Agent, "K" **Street Complex (SW Wing)**, **Suite 200**, **440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

8 DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 8.2 Such demonstration can be at the County delivery location or a surrounding community.
- 8.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 8.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

9 DELIVERY

- 9.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

10 WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 1. Manufacturer's warranties and/or guarantees.
 - 2. Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) yearperiod after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 10.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 1. Is Year 2000 compliant, is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predicably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Specification and Agreement, including without limitation, all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes;
 - 2. That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-yearformat and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 3. That all date sorting by the software/firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/firmware/ hardware/ equipment/ systems to comply with thisSpecification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/firmware/hardware/ equipment/systems with software/firmware/hardware/ equipment/systemsthat doescomply with this Specification and Agreement.
 - 4. Other systems: to the extent that the software/firmware/hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware/hardware/equipment/system remains Year 2000 compliant.
 - 5. No Disclaimers: The warranties and representations set forth in this section 10.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

11 ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.

11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

12 BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 12.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

13 INDEMNIFICATION

- The bidder shall indemnify and hold harmless the County, its 13.1 members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 13.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14 TERMS OF PAYMENT

14.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15 LAWS

15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

<u>EQUIPMENT SPECIFICATIONS</u> 155 H.P. CLASS ARTICULATED FRAME FOUR-WHEEL DRIVE MOTOR GRADERS

1. APPLICATIONS

- 1.1 The motor graders will be utilized by the County Road Maintenance Division in a variety of applications.
 - 1.1.1 The most demanding of these applications will be for gravel road maintenance and various grading projects in which visibility and maneuverability are imperative.
 - 1.1.2 Other applications will include snow removal, utilizing front mount V-plow, road and ditch construction.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear and unobstructed view of the ground immediately in front of the tires.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be the latest improved model in current production as offered to the commercial trade.
- 2.2 Examples: Caterpillar 140H, John Deere 770CH
- 2.3 Examples shown are listed to show the type and class of equipment desired.
- 2.4 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.
- 2.5 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.

MEETS SPECS YES NO 3. ENGINE AND RELATED EQUIPMENT Six cylinder minimum turbo charged 3.1 3.2 Four cycle ____ Diesel power 3.3 3.4 Water cooled 3.5 Variable horsepower 155 H.P. minimum in lower gears and 185 H.P. minimum ____ in higher gears Engine governor 3.6 ____ 3.7 Dry-type dual stage air cleaner 3.8 Turbo II pre-cleaner or automatic dust ejector ____ Pop-up restriction indicator (cab mounted) 3.9 ____ 3.10 Full-flow spin-on oil filter 3.11 Fuel filter and water separator ____ 3.12 24 volt electric start 3.13 Antifreeze protection to -30 degrees F with 5 yr. extended life coolant Muffler with bent elbow/rain cap (vertical stack cab height) 3.14 3.15 Thermal cold weather starting aid ____ Engine side enclosures 3.16 3.17 Fuel priming pump 3.18 75 amp alternator minimum ____ 3.19 Heavy duty batteries (2) (900 CCA capacity minimum) 3.20 Heavy-duty radiator 3.21 90 gallon capacity fuel tank minimum

MEE ⁻	<u>TS SPE</u>	<u>ECS</u>		
<u>Yes</u>	NO			
		4.	TRAN	<u>ISMISSION</u>
			4.1	Power shift no clutching required for gear or directional changes (without torque
				converter transmission)
			4.2	Direct drive
			4.3	Eight (8) speeds forward minimum
			4.4	Six (6) speeds reverse minimum
			4.5	25 mph approximate road speed
				NOTE: Please state maximum road speed mph
			4.6	Transmission Bottom guard
		or	4.7	Full powershift transmission with integral torque converter
			4.8	Six (6) speeds forward minimum
			4.9	Three (3) speeds reverse minimum
			4.10	Transmission bottom guard
		5.		ERENTIAL AND FINAL DRIVE
			5.1	Operator controlled differential lock (hydraulic activated)
		or	5.2	No spin automatic locking/unlocking differential
			5.3	Planetary final drive
		Ol	5.4	Single reduction final drive, (floating) splined axles with double row spherical
		or	5.5	roller bearings Spiral bevel gears, full floating alloy steel, heat treated axles
		Oi	5.5	Spiral bever gears, full floating alloy steel, fleat treated axies
		6.	<u>TANE</u>	<u>DEMS</u>
			6.1	Steel box, oil bath design
			6.2	
			NOTE	E: Please state tandem oscillation Forward REVERSE
			6.3	Roller chain tandem drive
		7.	<u>BRAI</u>	KES
			7.1	Four-wheel independent brakes
			7.2	Power boosted, self adjusted
			7.3	Parking brake required, able to hold weight of machine on slope
		or	7.4	Individual tandem brakes (effective on all four tandem wheels)
			7.5	Power assisted, wet disc, self adjusted
			7.6	Parking brake effective on all four tandem wheels, able to hold weight on slope
		or	7.7	Four wheel, air activated, oil disc brakes
			7.8	Dual circuit air system, individual to each tandem
			7.9	Parking brake multiple disc located in transmission case able to hold weight on slope
			7.10	Air brake dryer with air brake system
		NO	TE:	All systems must have a warning light or audible horn to warn of low
				brake hydraulic pressure or low air assist pressure. Please state:
				Vae

	S SPE	<u>CS</u>		
<u>YES</u>	<u>NO</u>	0	TIDE	S AND WHEELS
		8.	8.1	
			8.2	Wheels to be interchangeable throughout (10 inch rims) 14.00 x R24 Radial (Michelin XGLAG2 or approved alternate)
			8.3	One piece rim not acceptable
			0.5	One piece iiii not acceptable
		9.	STEE	ERING SYSTEM
			9.1	Fully hydraulic power steering
			9.2	Steering 42° to right or left minimum
			9.3	Full hydraulic, power articulation
			9.4	Frame articulation 20° to right or left minimum
			9.5	Frame articulation at rear of cab
			9.6	Full hydraulic wheel lean
			9.7	Wheel lean angle 18° to right or left minimum
			9.8	Turning radius measure to outside of front tires 24' 6" maximum
			<u>NOTI</u>	E: State turning radius
		40	ED O	NT AVI E
		10.		NT AXLE
				Heavy duty steel construction
				30° oscillation, total minimum
				22" ground clearance minimum
			10.4	Axle of sufficient strength to allow mounting of V-plow
		11.	MOL	DBOARD
			11.1	High-carbon steel construction
			11.2	14' x 24" x 7/8" <u>minimum</u>
			11.3	AASHTO standard hole spacing for cutting edge
				Bolt-on end bits
			11.5	Hydraulic side shift left and right
			11.6	Hydraulic blade tip
			11.7	Hydraulic moldboard lifts to have float capability
			11.8	Hydraulic saddle rotation
			11.9	Ends of moldboard must be visible from a sitting position during normal road
				maintenance operation
		12	ВΙΛΓ	DE RANGES (14 FOOT MOLDBOARD W/O EXTENSIONS)
		12.	12.1	Lift above ground 17 inches minimum
			12.1	Cutting depth 17 inches <u>minimum</u>
			12.2	Blade pitch variable through 40° forward and 5° rearward minimum
			12.3	Bank cutting angle 90° minimum right and left side
			12.4	360° circle rotation
			12.5	Blade side shift right 25 inches <u>minimum</u>
			12.0	Blade side shift left 20 inches minimum
			12.7	Reach outside rear tires right side 83 inches <u>minimum</u>
			12.0	Neach Outside real tiles hynt side os inches <u>millimum</u>

MEE1	<u>rs sp</u>	<u>ECS</u>		
<u>YES</u>	NO			
			12.9 12.10	All blade ranges must be accomplished from the cab, without any manual
			12.11	adjustments Circle to have replaceable wear strips in shoes, minimum of 6 shoes
			12.12	Circle drive to have slip clutch
			12.13	Blade side shift to have replaceable bronze inserts
			NOTE	:: Reach determined with machine in straight position
		13.	BLAD	DE CONTROLS
			13.1	Extra hydraulic valve installed in valve stack to be used for hydraulic drag lift and lines to rear
		or	13.2	Valve remote mount with switch within easy reach of operator to be used for hydraulic drag lift with lines to rear
		14.	CAB	AND RELATED EQUIPMENT
			14.1	1 3
				cab height with 14.00 x 24 tires
				Sound suppression design with deluxe insulation
			14.3	•
				81 dba when tested at rated speed using SAE J88 standard test14.3.1 Please state decibel level in operator's position per SAE standards
				under full load with doors open: dba
				14.3.2 Please state decibel level in bystander's position of 7.5 meters from middle side of unit, per SAE standards: dba
			14.4	· •
			14.5	Fully enclosed, shock mounted
			14.6	ROPS structure to be integral with cab and meet or exceed SAE J396, SAE
				1040 April 88 and ISO 3741-1986
			14.7	Warning horn
			14.8	40,000 BTU high output two-speed heater
			14.9	Front defroster fan
			14.10	Rear defroster fan
			14.11	Highest output Factory installed air conditioner with pressurizer/filter
				Tinted safety glass throughout
				Windows to provide a full view of moldboard and road in front
			14.14	Windows to provide side view and rear vision
			14.15	Deluxe posture contour fabric air suspension seat with arm rests and retractable 3 inch seat belt
			14.16	Key-locking door latches and complete vandalism protection for all compartments
			14.17	Handrails and access steps
				Front and rear upper and lower windshield washers and wipers
			14.19	Heavy duty rubber floor mat

MEE I	SSPECS	<u> </u>	
<u>YES</u>	NO		
		14.20	Inside mounted rear-vision mirror
			Outside mounted, both sides rear view mirrors
			Adjustable control console
			Hand and foot throttle control
			AM/FM radio with weather band
			All sun visors and anti-glare devices available to be provided
	1	5 INSTE	RUMENTS, GAUGES, AND METERS
		15.1	Engine hour meter
			Ammeter or voltmeter
		15.3	Engine oil pressure and transmission pressure gauge
			Engine temperature gauge and transmission temperature gauge
		15.5	Hydraulic temperature gauge & hydraulic filter restriction indicator
		15.6	Articulation indicator
		15.7	, , , , , , , , , , , , , , , , , , , ,
			Key-locking starter
			Fuel level gauge
			Lift arm lock disengage indicator
			Parking brake on indicator
		15.12	Visual/audible warning system. Electronic monitoring system to warn operator
			of problems and if immediate shutdown required
		15.13	Differential lock indicator
	1	6. <u>LIGH</u>	<u>TING</u>
		16.1	Two (2) front seal beam halogen driving lights
			Two (2) front seal beam halogen work lights
			Two (2) rear seal beam work lights
		16.4	Two (2) rear stop and tail lights
		16.5	Two (2) double-faced turn and warning lights (four-way flashers)
			Cab mounted dome light
		16.7	Instrument panel light
			menament panering.
	1	· · · · · · · · · · · · · · · · · · ·	HT AND DIMENSIONS BASE WEIGHT TO INCLUDE CAB, STANDARD
		'	PMENT, FUEL LUBRICANTS AND EQUIPMENT AS SPECIFIED
		17.1	Basic operating weight 32,000 lbs. minimum
		17.2	Weight on front wheels 10,000 lbs. minimum
		17.3	Weight on rear wheels 22,000 lbs minimum
		17.4	Overall length 28' maximum (not including scarifier) or plow hitch
		17.5	Overall width 8' 6" maximum
		17.6	Overall height 11' 2" maximum
	1	8. <u>PAIN</u>	Τ
	•	18.1	Two (2) coats of primer
			One (1) coat manufacturers standard color

MEETS SPE	<u>es</u>
YES NO	
	19. MANUALS
	19.1 One (1) complete service manual
	19.2 Three (3) complete parts manuals
	19.3 Three (3) complete operators manuals
	20. MISCELLANEOUS EQUIPMENT
	20.1 Fixed rear draw bar with drop pin
	20.2 Electric back-up alarm
	20.3 Tool box
	20.4 Slow moving vehicle sign
	20.5 Quick attaching lift group shall be provided for snow plow hook-up. Hydraulic
	control shall be from inside the cab within easy reach of the operator. Al
	additional hydraulic components to be provided.
	20.6 Scarifier front mounted in front of front wheels (may be used as snow plow lif
	group)
	20.7 V-type shanks with replaceable tips
	20.8 Five (5) shanks minimum
	20.9 Hydraulics controlled from cab (hydraulic pressure up, down, float)
	20.10 All additional hydraulics components required to be provided
	20.10 7 ili additional riyaradiloo componente roquiloa to bo providod
	21. <u>OPTIONS</u>
	21.1 New, heavy duty vee snow plow
	21.1.1 120" ground cutting width
	21.1.2 Replaceable 5/8" cutting edge & noise piece
	21.1.3 Three adjustable, replaceable skid runners, 1 nose, 2 sides
	21.1.4 Approximately 53" nose height
	21.1.5 Approximately 87" tail height
	NOTE: State nose and tail height Nose: Tail
	22. TRADE IN COUNTY OWNED EQUIPMENT: The county offers the following
	•
	equipment as trade in allowance on the new equipment. All equipment offered is on a
	as-is, where-is, basis with no warranty either indicated or implied.
	22.1 Lancaster County Unit #325, 1988 John Deere 770B motor grader, SN
	DW770BH5 19820 with snow plow #1028
	22.2 Lancaster County Unit #329, 1988 John Deere 770B motor grader, SN
	DW770BH5 18467 with snow plow #1026
NOTE:	Above listed EQ may be seen by contacting Don Shafer at Lancaster County Shop
	444 Cherry Creek Rd., Lincoln, Ne. 68528, Phone (402) 441-7797.
	23. MAINTENANCE CONTRACT
	23.1 Within ten (10) days after the award of the bid, the seller must execute a written
	maintenance contract with the County, which maintenance contract will
	incorporate the County's specifications as set forth herein.
	incorporate the County o opcomount to oct forth Horolin.

 23.2	Failure to enter into a maintenance contract with the County within such time period will cause a forfeiture of the seller's bid security to the County as full liquidate damages.
 23.3	Also with such time period, the successful bidder must furnish a performance bond in the sum of \$12,000 plus 25% of the repurchase price if offered (see
	Bidding Schedule Option 1, #5) executed by the seller and by a corporate surety company authorized to transact business in the State of NE.
 23.4	Such bond shall be conditioned upon the faithful performance of all terms and conditions of the contract documents, including the holding harmless of the County from failure to do so, and including the making good of any and all guarantees which the contract documents may require for the duration of the contract period.

GUARANTEED MAXIMUM COST OF REPAIRS MAINTENANCE AGREEMENT

1. SCOPE

- 1.1 This agreement applies to all 155 h.p. class articulated frame four-wheel drive motor graders purchased under Lancaster County Specification No. #04-026
- 1.2 The agreement term will be calculated for the motor grader as follows:
 - 1.2.1 The first 8,500 operating hours measured on the engine hour meter or
 - 1.2.2 Seven (7) years from date of delivery, whichever occurs first.
- 1.3 Seller shall pay for all repairs to the motor graders, including the cost of all parts and labor, in excess of \$______ per unit
 - 1.3.1 This agreement further defines below the obligations of the seller and County.
 - 1.3.2 Repairs will be paid by Lancaster County only as they are incurred.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Lancaster County reserves the right at any time during the term of this agreement to sell, lease, loan or trade or otherwise dispose of any or all motor graders at its discretion.
 - 2.1.1 Such action by Lancaster County shall make this agreement immediately null and void, as pertains to each motor grader individually.
- 2.2 Lancaster County will maintain current accurate maintenance records not to exceed a sixty (60) day lag.
 - 2.2.1 Seller reserves the right to examine the County's maintenance records at any time upon reasonable notice.
 - 2.2.2 Failure by Lancaster County to comply with the provision will render this agreement null and void.
- 2.3 Seller may inspect the motor graders at any time upon reasonable notice.
 - 2.3.1 Seller may make recommendations for repairs or improved maintenance/operating procedures based upon such inspections.
 - 2.3.2 Lancaster County, to the best of its ability, will comply with such recommendations within a reasonable time, not to exceed thirty (30) days.
- 2.4 All repair parts shall be purchased from a factory-authorized dealer, and will be charged against the maximum cost of repairs at the dealer's invoice price.
- 2.5 The following procedure shall be followed for any repairs anticipated to cost in excess of two hundred dollars (\$200.00) which will be charged against the maximum cost of repairs.
 - 2.5.1 Lancaster County shall notify seller of the repair requirements.
 - 2.5.2 Seller shall submit in writing to Lancaster County his cost estimate, including the details of the repairs to be performed.
 - 2.5.3 At seller's option, repairs may be performed in seller's service department and billed to Lancaster County at sellers established hourly labor rate.
 - 2.5.4 If repairs are performed in Lancaster County Maintenance Facility by County maintenance personnel, the seller's established hourly labor rate will apply to the cost of repairs.

- 2.5.5 If the repair work is performed in any facility other than the seller's facility, Lancaster County will promptly notify the seller of the amount to apply against the maximum cost of repairs.
- 2.5.6 All repair costs will be substantiated by detailed invoices.
- 2.6 Should a motor grader be out of service for three (3) normal working days due to failure of seller to complete repairs, or due to delayed delivery of repair parts; then the seller shall provide to Lancaster County at sellers expense a loan motor grader of equal capacity until such time as motor grader is placed back in service.
 - 2.6.1 Failure of seller to provide such loan motor grader after such three (3) day period will result in the sum of five hundred dollars (\$500.00) per normal working day charged against the maximum cost of repairs until such motor grader is placed back in service.

3. DETAILED REPAIR AND MAINTENANCE REQUIREMENTS

- 3.1 The cost of the following repairs and related expenses will be charged against the maximum cost of repairs established in section 1.3 above.
 - 3.1.1 Engine block and all related internal and external components including, air compressor, cooling system, air intake system, fuel system, fan and pulleys, exhaust system, charging system, and cranking system, but excluding fuel, lubricating oils, antifreeze and filters.
 - 3.1.2 Transmission: transmission case and all internal parts including linkage and external lines but excluding oil and filters.
 - 3.1.3 Tandem drive: Tandem housing, axles, chains, sprockets, hubs, bearings, and seals but excluding oil.
 - 3.1.4 Brakes: All internal brake components, operating linkage and exterior air lines.
 - 3.1.5 Steering: All steering controls, valves, cylinders, linkage pins and bushing, including hydraulic hoses; but excluding oil.
 - 3.1.6 Front Axle: All axles, bearings and seals
 - 3.1.7 Controls: All operating controls, moldboard and scarifier, including valves, cylinders, control linkage and hydraulic hoses, but excluding oil and filters.
 - 3.1.8 Mainframe: Complete mainframe assembly.
 - 3.1.9 Circle Assembly: Complete circle assembly including hydraulic cylinders, hydraulic drive components, moldboard shoes and supports, but excluding adjustments.
 - 3.1.10 Moldboard and scarifier: Complete moldboard and scarifier assemblies, but excluding cutting edges, end bits, teeth and shanks
 - 3.1.11 Cab: Complete cab assembly including heater and air conditioning
 - 3.1.12 Gauges and Instruments: All gauges and instruments
 - 3.1.13 Warning Devices: All warning devices including backup alarms
 - 3.1.14 All transportation costs for the purpose of effecting the above repairs.
- 3.2 The following repair and maintenance costs will be excluded from the maximum cost of repairs established in Section 1.3, above.

- 3.2.1 Seller will be responsible for all repairs covered by the manufacturers warranty.
- 3.2.2 Lancaster County will be responsible for the following maintenance and repair costs:
 - 3.2.2.1 All cost and application of fuel, lubricating oils and greases, hydraulic oils, filters, belts and hoses, antifreeze, cutting edges, scarifier shanks and tips, batteries, lights, tires, cleaning, repainting, and other items normally consumed in daily operations.
 - 3.2.2.2 Cost of repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by Lancaster County personnel.

TRADE-IN ALLOWANCES

1. TERMS AND CONDITIONS

- 1.1 Trade-ins are offered on an as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specified applications.
- 1.2 In the event the County accepts bidder's trade-in allowance, the bidder is responsible for all transportation of the equipment away from County premises.
- 1.3 Bids conditioned upon the acceptance by the County of any or all trade-in allowances will not be considered.
- 1.4 The County reserves the right to include trade-in allowance in the evaluation of bids, or to give any consideration to trade-in allowances.
 - 1.4.1 The County may award the purchase of the new equipment as a single order for purchase and trade-in to one vendor, or may elect to split this order to award a single unit to the vendor who offers the pricing and proposal which best suits the needs of Lancaster County Engineer.
- 1.5 Dependent upon trade-in amounts, the County may desire not to trade-in said motor graders to the low bidder of the new equipment; but to trade them outright as a direct sale to the high bidder for trade-ins.
 - 1.5.1 Bidders are advised to take this into consideration when preparing their bid.
 - 1.5.2 Bidders will be permitted to submit a bid for the out-right purchase of the trade-ins.
- 2. **EQUIPMENT LIST**: Bidders shall indicate on their proposal form their trade-in allowances for the following equipment:
- Lancaster Co. Unit No. 325, 1988 John Deere 770B motor grader, SN DW770BH5 19820 with snow plow #1028
- Lancaster Co. Unit No. 329, 1988 John Deere 770B motor grader, SN DW770BH5 18467 with snow plow #1026

3. EQUIPMENT INSPECTION;

- 3.1 Bidders shall contact Mr. Don Shafer, phone no. (402) 441-7797 to arrange inspection of equipment offered for trade.
- 3.2 Maintenance histories are available for inspection at the County Shop.

ALTERNATE PROPOSALS

- 1. Bids for alternate equipment (different machines, different options, near new or previously leased equipment, etc.) may be offered for consideration.
 - 1.1 If offering a near new or previously leased machine, the unit shall have less than 200 hours of documented service and would be subject to Lancaster County inspection and review prior to any decision to purchase the alternate equipment.
 - 1.2 If an alternate proposal is offered bidder shall submitthe offer as per "Instructions to Bidders", #7 incorporated into this specification package.
 - 1.3 Lancaster County shall be the sole authority to determine what is in the best interest of the County.
- 2. Bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
 - 2.1 The bidder must indicate any variances by item number from the specification document <u>no</u> <u>matter how slight</u>.
 - 2.2 Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

FOR OPTION #1 on the "bidding schedule"

REPURCHASE AGREEMENT CONDITIONS

- 1. Equipment to not have more than 10,000 hours or 7 years.
- 2. Tires, undercarriage, cutting edge and other ground engaging equipment to have at least 50% of its useful life remaining.
- 3. Equipment to be operated, maintained and serviced in accordance with operators guide, service manual, or lubrication and maintenance guide.

BID AWARD TERMS AND CONDITIONS

- 1. In awarding this bid the following elements shall be given consideration:
 - 1.1 The overall bid price. Bidder may choose to bid on Option #1 or Option #2 or both Options. All offers will be considered.
 - 1.2 The ability, capacity, and skill of the supplier to perform (includes the local service center and or manufacturer) as per reference checks and Lancaster County experience if available;
 - 1.3 The character, integrity, reputation, judgment, experience, and efficiency of the supplier (as per reference checks and Lancaster County experience if available);
 - 1.4 The quality of previous performance (as per reference checks and Lancaster County experience if available);
 - 1.5 The previous and existing compliance of the supplier with laws relating to the purchase contract;
 - 1.6 The life-cost of the equipment in relation to the purchase price and specific use (includes the guaranteed maintenance and repurchase offer);
 - 1.7 The performance of the equipment taking into consideration any commonly accepted tests and standards of equipment usability and County requirements;
 - 1.8 The energy efficiency ratio as stated by the supplier and confirmed by references;
 - 1.9 The life-cycle costs between alternatives (options 1 & 2) for the equipment with evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis; and
 - 1.10 Such other information as may be secured having a bearing on the decision.
- 2. In the space below provide five references for your firm of governmental contacts that are using the same equipment under similar conditions as Lancaster County. The County reserves the right to contact any or all of these references to gather pertinent information relevant to analyzing this bid.

1.1	ENTITY NAME:	
	ADDRESS:	STATE:
	CONTACT NAME:	TITLE:
	TELEPHONE: FAX	<:
	NUMBER OF UNITS CURRENTLY OPERATING:	
1.2	ENTITY NAME:	
	ADDRESS:	STATE:
	CONTACT NAME:	TITLE:
		(:
	NUMBER OF UNITS CURRENTLY OPERATING:	

1.3	ENTITY NAME:	
	ADDRESS:	STATE:
	CONTACT NAME:	
	TELEPHONE: FAX:	
	NUMBER OF UNITS CURRENTLY OPERATING:	
1 4	ENTITY NAME:	
1	ADDRESS:	
	CONTACT NAME:	
	TELEPHONE: FAX:	
	NUMBER OF UNITS CURRENTLY OPERATING:	
1.5	ENTITY NAME:	
	ADDRESS:	STATE:
	CONTACT NAME:	
	TELEPHONE: FAX:	
	NUMBER OF UNITS CURRENTLY OPERATING:	

Company Name :	

PROPOSAL SPECIFICATION NO. 04-026

BID OPENING TIME 12:00 NOON DATE: FEBRUARY 4TH, 2004

The undersigned bidder, having full knowledge of the requirements of County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE REQUIREMENTS FOR:

Motor Grader for County Engineer Shop

BIDDING SCHEDULE

OPTION #1 - Complete with "Repurchase Agreement Conditions"

<u>ITEM</u>	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	155 H.P. Glass Articulated Frame Four-wheel Drive Motor Grader Mfg Model #	Two (2)	\$	\$
2.	OPTIONAL Spec. 21.1 Provide and Mount of New V-plows	Two (2)	\$	\$
	TOTAL #2		\$	
3.	Guaranteed maximum cost of repairs maintenance agreement for 8,500 operating hours or seven (7) years Cost not to exceed:	s. Two (2)	\$	\$
4.	TRADE-IN ALLOWANCE County Unit #325, 1988 John Deere 770B motor grade SN DW770BH5 19820 with snow plow #1028		deduct (\$_)
	County Unit #329, 1988 John Deere 770B motor grade SN DW770BH5 18467 with snow plow #1026		deduct (\$_)
			UNIT	TOTAL

5.	GUARANTEED REPURCHASE Guaranteed repurchase of new equipment offered here as per the terms of the "Repurchase Agreement Condit To be covered by a performance bond for the amount of the	tions". of		
	twenty-five (25%) of figure bid on this item.	Two (2)	\$	\$
6.	OPTION #1 - Cost total (Item #1 plus Item #2 plus It #3 minus Item #4 minus Item #5)	em Two (2)	\$	\$
	NOTE: Bidder must bid on all items and will be partied that the second s	aid only Iten	n #1 plus	
	OPTION #2 - WITHOUT the "Repurchase A	Agreement	Conditions"	
			<u>UNIT</u>	TOTAL
1.	155 H.P. Glass Articulated Frame Four-wheel Drive Motor Grader Mfg	Two (2)	\$	\$
	Model #			
2.	OPTIONAL Spec. 21.1 Provide and Mount of New V-plows	Two (2)	\$	\$
	TOTAL #2		\$	
3.	Guaranteed maximum cost of repairs maintenance agreement for 8,500 operating hours or seven (7) years Cost not to exceed:	s. Two (2)	\$	\$
4.	TRADE-IN ALLOWANCE County Unit #325, 1988 John Deere 770B motor grade SN DW770BH5 19820 with snow plow #1028	er, One (1)	deduct (\$_)
	County Unit #329, 1988 John Deere 770B motor grade SN DW770BH5 18467 with snow plow #1026	er, One (1)	deduct (\$_)
5.	OPTION #2 Cost total Item #1 plus Item #2 plus Item #3 minus Item #4	m Two (2)	\$	\$

NOTE: Bidder must bid on all items and will be paid only Item #1 plus Item #2 minus Item #4

1.	BID SECURITY REQUIRED: In the a amount listed as item #5 of this bidding	mount of 5% of total cost on the Bidding Schedule (bond g schedule)		
2.	u consider award of individual components of the offer (i.e., or award of trade-in but not sale of new, etc.)?			
The County may choose to split the award of the two units (i.e., award one unit via price structure Option #1 and one unit via price structure for Option #2) would you consider an award for a sir unit based on the prices offered? YESNO				
4.	Does your offer include any alternate e	quipment?YESNO		
	ndersigned signatory for the bidder represents and bunty/City, and to enter into a contract if this proposa	warrants that he has full and complete authority to submit this proposal to l is accepted.		
		F PROPOSAL AND SUPPORTING MATERIAL AS FOLLOWS: SEALED BID FOR SPEC. 04-026		
COM	MPANY NAME	BY (SIGNATURE)		
STR	EET ADDRESS or P.O. BOX	(PRINT NAME)		
CITY	, STATE ZIP CODE	(TITLE)		
TELI	EPHONE	(DATE)		
	PLOYER'S FEDERAL I.D. NO. OR CIAL SECURITY NUMBER	ESTIMATED DELIVERY DAYS		
TER	MS OF PAYMENT	EMAIL ADDRESS		

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, <u>AFTER</u> TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, ENCLOSE A <u>SELF-ADDRESSED STAMPED ENVELOPE</u> WITH BID.